


AMENDMENT NUMBER 2 TO THE  
MEMORANDUM OF UNDERSTANDING

AMONG  
THE MINISTER OF NATIONAL DEFENCE OF CANADA  
AND  
THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC  
AND  
THE FEDERAL MINISTRY OF DEFENSE OF  
THE FEDERAL REPUBLIC OF GERMANY  
AND  
THE MINISTRY OF DEFENSE OF THE ITALIAN REPUBLIC  
AND  
THE MINISTRY OF DEFENSE OF THE KINGDOM OF SPAIN  
AND  
THE SECRETARY OF STATE FOR DEFENCE OF  
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND  
AND  
THE SECRETARY OF DEFENSE ON BEHALF OF  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING THE  
IN-SERVICE SUPPORT PHASE  
OF THE NATO IMPROVED LINK ELEVEN PROJECT

Certified to be a true copy:

  
\_\_\_\_\_  
F. R. BEER  
Director, International Agreements Division  
Navy International Programs Office

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## INTRODUCTION

The Minister of National Defence of Canada,  
The Minister of Defense of the French Republic,  
The Federal Ministry of Defense of the Federal Republic of Germany,  
The Ministry of Defense of the Italian Republic,  
The Ministry of Defense of the Kingdom of Spain,  
The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland,  
The Secretary of Defense on behalf of the Department of Defense of the United States of America,

hereinafter referred to as the "Participants",

- considering the Memorandum of Understanding Concerning the In-Service Support Phase of the NATO Improved Link Eleven Project of 2 July 2002 (hereinafter referred to as the "NILE ISS MOU");
- considering Amendment One to the NILE ISS MOU of 11 March 2004 which added Spain as a Participant to the MOU;

have reached the following understandings:

## SECTION I PURPOSE

The purpose of this amendment is to revise the Cost Ceiling to \$15.0 million (then-year dollars) and extend the MOU to 1 January 2009.

## SECTION II AMENDMENT

The NILE ISS MOU is hereby amended as follows:

1. The second sentence of Paragraph 4.7. of SECTION IV (MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)) becomes the following:  
"Each of the Participants (other than the Host Participant) will provide personnel to satisfy at least thirty-six equivalent person-months.

2. Paragraph 5.2.1. of SECTION V (FINANCIAL PROVISIONS) becomes the following:

"The Participants estimate that the Financial Costs of the Project will not exceed a Cost Ceiling of US \$15.0 million (then-year dollars). In recognition of its post-design and development phase re-entry into the

NILE Project and the costs borne by the other Participants in the design and development phase of the NILE Project, the Spanish Participant's share of the Cost Ceiling will be US \$5,588,568 (then-year dollars). The other Participants' shares will be US \$1,568,572 (then-year dollars) each. The estimated allocation of costs for the Cost Ceiling is depicted in Annex B (Estimated Allocation of Cost Ceiling). The Cost Ceiling may be changed only upon the written consent of the Participants. The Participants will endeavor to perform, or to have performed, the work specified in Section III (Scope of Work) and fulfill all of the responsibilities under this MOU within a Cost Target established in the FMPD. The difference between the Cost Ceiling and the Cost Target will be managed by the SC. If at any time the PM has reason to believe that the Cost Target of the Project will be exceeded, the SC will be notified promptly and the PM will submit a new estimate of the Cost Target of the Project together with supporting documentation for SC approval. The SC will direct the PM as to what action should be taken."

3. The first sentence of paragraph 19.5 of SECTION XIX (AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND DURATION), becomes the following:

"This MOU, which consists of the Introduction, nineteen (19) Sections and three (3) Annexes, will enter into effect upon signature by all Participants and will remain in effect until 1 January 2009."

4. The table in paragraph 1 of ANNEX B (NILE IN-SERVICE SUPPORT PHASE ESTIMATED ALLOCATION OF COST CEILING) is replaced by the following:

	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	Total
Canada	\$100,000	\$211,648	\$305,127	\$315,475	\$325,535	\$216,964	\$30,683	\$63,140	\$1,568,572
France	\$100,000	\$211,648	\$305,127	\$315,475	\$325,535	\$216,964	\$30,683	\$63,140	\$1,568,572
Germany	\$100,000	\$211,648	\$305,127	\$315,475	\$325,535	\$216,964	\$30,683	\$63,140	\$1,568,572
Italy	\$100,000	\$211,648	\$305,127	\$315,475	\$325,535	\$216,964	\$30,683	\$63,140	\$1,568,572
UK	\$100,000	\$211,648	\$305,127	\$315,475	\$325,535	\$216,964	\$30,683	\$63,140	\$1,568,572
US	\$100,000	\$211,648	\$305,127	\$315,475	\$325,535	\$216,964	\$30,683	\$63,140	\$1,568,572
Spain	\$0	\$4,213,397	\$320,337	\$320,337	\$320,337	\$320,337	\$30,683	\$63,140	\$5,588,568
<b>TOTAL</b>	<b>\$600,000</b>	<b>\$5,483,285</b>	<b>\$2,151,099</b>	<b>\$2,213,187</b>	<b>\$2,273,547</b>	<b>\$1,622,121</b>	<b>\$214,781</b>	<b>\$441,980</b>	<b>\$15,000,000</b>

5. ANNEX C (NILE IN-SERVICE SUPPORT PHASE, PERSONNEL ASSIGNMENTS) becomes the following:

"1. For planning purposes, the PMO personnel assignment rotation is as follows:

ISS Phase Months 1-36: Germany  
ISS Phase Months 13-48: UK  
ISS Phase Months 18-53: Italy  
ISS Phase Months 20-55: France  
ISS Phase Months 22-57: Canada  
ISS Phase Months 31-66: Spain

2. The cost in lieu of assignment for thirty-six equivalent person-months of contract services provided under the provisions of paragraph 4.9 is estimated to be US \$360,000 (Fiscal Year 2001)."


### SECTION III ENTRY INTO EFFECT

This Amendment Two to the NILE ISS MOU will enter into effect upon the date of the last signature below. This amendment will remain in effect for the same period as the MOU that it amends; unless specifically amended herein, all other provisions of the NILE ISS MOU remain unchanged.

This MOU Amendment is written in the English and French languages, each text being equally authentic.

The foregoing represents the understandings reached among the Participants on the matters referred to herein. Signed by the authorized representatives of the Participants:

FOR THE MINISTER OF NATIONAL  
DEFENCE OF CANADA

  
\_\_\_\_\_  
Signature

CMDRE R. WESTWOOD  
\_\_\_\_\_  
Name

DGMEPM  
\_\_\_\_\_  
Title

10 FEB 05  
\_\_\_\_\_  
Date

FOR THE MINISTER OF DEFENSE OF THE  
FRENCH REPUBLIC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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FOR THE MINISTER OF NATIONAL  
DEFENCE OF CANADA

FOR THE MINISTER OF DEFENSE OF THE  
FRENCH REPUBLIC

Signature

Signature

Name

Name

Title

Title

Date

Date

- 8. MARS 2005

\_\_\_\_\_  
Location

FOR THE FEDERAL MINISTRY OF  
DEFENSE OF THE FEDERAL REPUBLIC  
OF GERMANY

  
\_\_\_\_\_  
Signature

Lederer  
\_\_\_\_\_  
Name

EDir IT Amt BWB  
\_\_\_\_\_  
Title

09.03.2005  
\_\_\_\_\_  
Date

Koblenz  
\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

FOR THE MINISTRY OF DEFENSE OF THE  
ITALIAN REPUBLIC

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Location

FOR THE MINISTRY OF DEFENSE OF  
THE KINGDOM OF SPAIN

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Signature

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\_\_\_\_\_  
Title

\_\_\_\_\_  
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Location

FOR THE SECRETARY OF STATE FOR  
DEFENCE OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
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Location

FOR THE FEDERAL MINISTRY OF  
DEFENSE OF THE FEDERAL REPUBLIC  
OF GERMANY

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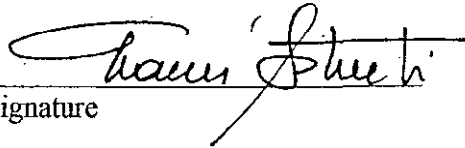
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FOR THE MINISTRY OF DEFENSE OF THE  
ITALIAN REPUBLIC

  
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Signature

GIANNI BOTONDI  
\_\_\_\_\_  
Name

NATIONAL ARMAMENTS DIRECTOR  
\_\_\_\_\_  
Title

21 February 2006  
\_\_\_\_\_  
Date

ROME  
\_\_\_\_\_  
Location

FOR THE MINISTRY OF DEFENSE OF  
THE KINGDOM OF SPAIN

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Signature

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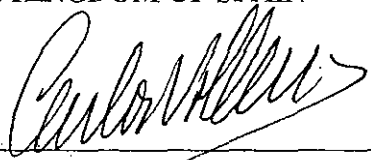
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FOR THE MINISTRY OF DEFENSE OF  
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Signature

C. VILLAR  
\_\_\_\_\_  
Name

NATIONAL ARMAMENTS DIRECTOR  
\_\_\_\_\_  
Title

27 SEP 05  
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Date

MADRID - SPAIN  
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FOR THE MINISTRY OF DEFENSE OF THE  
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Location

*Jan Blatnik*

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DOps IS

25 February 2005

Bristol

